## Acceptance of Terms

The Stitch Universe provides Embroidery Digitizing and Digitized Files to you subject to the following Terms of Service ("TOS"). If you do not agree to the TOS, then you should not use the The Stitch Universe's website.

## File ownership

All files are designed for the Customer alone. The downloaded design files can be used on the customer's products or they can be further sold to whomever the customer wishes. The customer will be the sole file owner and will have full rights of use.

The Stitch Universe will only convert the given logo or design to an embroidery file and charge the customer the fee for this service. The files will not remain the property of The Stitch Universe.

The Stitch Universe will not use or re-sell these files unless approved by the customer. The Stitch Universe will not be held responsible for converting copyright material.

## **Product Compatibility**

The Stitch Universe can supply almost every machine file format possible. The customer is required to try a sample run, before submitting an order and later claiming the files provided do not work. All orders are made with perfection, however, it is your responsibility to check and proof view the design prior to going into production. Run the design as a sample and have changes made to it if need be.

Cheap Digitizing will in no way be liable for any losses that occurred due to errors in design that were not requested to be edited before production.

#### Credits and Refund

The Stitch Universe provides digital media (software) that can be downloaded instantly after a purchase has been made. There is no "trial" or "grace period" after purchasing the files which means all sales are final. Once you have our files, there is no way to "return" it. Thus **NO REFUNDS** will be accepted.

Designs are made as per order. The customer must be careful entering the design size, Cheap Digitizing will not give credits or refunds over any design if the dimensions had been entered incorrectly by the customer. We provide 30 days of free editing as a standard, if anything requires an adjustment for better stitching it shall be done free of cost.

A Refund is only possible if the files provided by The Stitch Universe are not able to produce a good quality product after the customer has given chance to The Stitch Universe to edit the files, and this is proven by the The Stitch Universe management itself making an inhouse sample sew

out of the files produced for the customer. Partial refunds of any sort are done after a deduction of 10% transaction processing charges. Full refunds if any are sent in full.

## **Edits and Adjustments**

The Stitch Universe will provide an unconditional support period of minor editing or adjustments for each and every order for a limited period of 30 days without any charge. Edits for designs that are older than 30 days will be charged.

Major edits shall be charged. The fee for major editing Or the fee for editing files that have not been digitized by Cheap Digitizing will be decided by Cheap Digitizing when the request is received.

Size change (Up-Size) orders will be charged only the difference of stitches between the original design and the up-sized design. Size change (Down-Size) will be charged as an edit if the reduction is near to 50% as it takes more work to change and adjust the design for the smaller version.

# Sampling Requests

Sew outs if ordered will be done an unlimited number of times until your design sews out perfectly. The sew-out will be judged by cheap digitizing and a scan of the final sew-out will be sent to the client. Eight hours in addition to the digitizing turnaround time may be required for sew-outs.

#### **Turnaround Time**

Although The Stitch Universe guarantees a 24-hour turnaround, Cheap Digitizing will not be held responsible for any time that is affected by unforeseen natural or technical problems. However, we will discount off the urgent fees if the order was summited as urgent.

#### **Bill Due Dates**

Customers are required to pay the invoices within the due date. The account will be locked if an invoice older than 7 days is not cleared/paid. You will not be able to place any new orders or quotes in such a case. Making the pending payments will unlock the account instantly. Issues with billing may be directly communicated with the billing department via email or the helpdesk.

# **Account Termination and Suspension**

The Stitch Universe reserves the right to suspend and/or terminate any user account without notice, at its sole and absolute discretion. No refunds will be provided to customers who have their accounts terminated.

Examples of reasons for termination include:

- Abusive behavior and/or excessive negativity towards the The Stitch Universe staff and/or other The Stitch Universe customers.
- Repeated defamatory, malicious, and/or false statements including slander against The Stitch Universe, and/or attempts to persuade potential customers away from purchasing The Stitch Universe services.
- The Stitch Universe reasonably believes that your account has been compromised, shared with others, or for other security reasons.

## **Product Delivery**

The Stitch Universe delivers Digital Media (software) which is only available via direct internet downloads. Samples if any are made are also delivered as digital scans in the format of files. No item is shipped to the customer unless the customer requests a CD and pays the shipping charges. Customer that request CDs may have to wait for 2 to 3 weeks for the CDs to be shipped.

# Price / Product Changes

The Stitch Universe reserves the right at any time to modify the prices of the services with or without notice. Further, we may add new products and/or services with or without notice. Prices of any products are subject to change at any time by posting the changes to the The Stitch Universe pricing page here.

# Copyright Claims

The Stitch Universe respects intellectual property rights. To send a copyright infringement notification to The Stitch Universe.com, please send the following information (Copyright Claim) to <a href="mailto:info.stitchuniverse@gmail.com">info.stitchuniverse@gmail.com</a>

To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit The Stitch Universe to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit The Stitch Universe to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

• A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

# **Privacy Policy**

This policy covers how we use your personal information. We take your privacy seriously and will take all measures to protect your personal information.

Any personal information received will only be used to fill your order. We will not sell or redistribute your information to anyone. Read our privacy policy page for further details.